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**U.S. Environmental Protection Agency
Region VIII**

FILED
EPA REGION VIII
HEADQUARTERS

IN THE MATTER OF:

HATCH'S AUTO BODY AND PAINT, INC.

ROCKY FLATS INDUSTRIAL PARK SITE,
SSID #08-10, OU #00

Proceeding under Section 122(g)(4) of the
Comprehensive Environmental Response,
Compensation, and Liability Act of 1980 as
amended, 42 U.S.C. 9622(g)(4)

EPA Docket No.

CERCLA-08-2003-05 *ama*
0005

ADMINISTRATIVE ORDER ON CONSENT

DE MINIMIS SETTLEMENT

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APPENDICES: Appendix A - Volumetric Ranking and Cost Allocation
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I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order" or "Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA on September 13, 1987, by EPA Delegation No. 14-14-E. This authority has been redelegated jointly to the supervisors in the Legal and Technical Enforcement Programs of the Office of Enforcement, Compliance, and Environmental Justice, EPA Region VIII.

2. This Administrative Order on Consent is issued to Hatch's Auto Body and Paint, Inc. ("Respondent"). Respondent agrees to undertake all actions required of it by this Consent Order. Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

3. EPA and Respondent agree that the actions undertaken by Respondent in accordance with this Consent Order do not constitute an admission of any liability by Respondent. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. STATEMENT OF PURPOSE

4. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a settlement between the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondent to make a cash payment, including a premium, to resolve its alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the removal actions selected in EPA's September 25, 2000 Action Memoranda for the Site ("Removal Actions") and for response costs incurred at or in connection with the Site and to be incurred at the Site in conjunction with the Removal Actions, thereby reducing litigation relating to the Site;

b. to provide for contribution protection for Respondent with regard to matters addressed in this Consent Order pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5);

c. to resolve the claims of the Respondent which have been or could have been asserted against the United States with regard to this Site as provided in this Consent Order.

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Consent Order" or "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, the Order shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Future Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25) related to the Removal Actions and all costs to assess damages to natural resources, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a).

g. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

h. "Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

i. "Parties" shall mean EPA and Respondent.

j. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through May 31, 2000, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

k. "Removal Actions" shall mean the CERCLA removal action for the AERRCO and Thoro facilities and the CERCLA removal action for the GWI facility that were approved by EPA Region VIII in action memoranda dated September 25, 2000.

l. "Section" shall mean a portion of this Consent Order identified by a roman numeral.

m. "Respondent" shall mean Hatch's Auto Body and Paint, Inc.

o. "Site" shall mean the Rocky Flats Industrial Park Superfund Site, encompassing approximately 20 acres, located in the 17,000 block of Highway 72, approximately 2½ miles east of the intersection of State Highways 72 and 93 in Jefferson County, Colorado and depicted more clearly on the map attached as Appendix D.

p. "Total Volume of Hazardous Substances" shall mean the cumulative amount of hazardous substances accounted for on EPA's Volumetric Ranking Report, attached as Appendix C.

q. "United States" shall mean the United States of America, including all of its departments, agencies and instrumentalities, which includes without limitation EPA, the Settling Federal Agencies and any federal natural resources trustee.

IV. STATEMENT OF FACTS

6. The Rocky Flats Industrial Park Site (referred to here as "the Site") is located along the 17,000 block of Colorado Highway 72, approximately 2½ miles east of the intersection of Colorado Highways 93 and 72, in Section 23, T2N, R70W of Jefferson County, CO. Although the Site is located only a few miles down the highway from the well-known U.S. Department of Energy Rocky Flats Plant, the two sites are not related to one another. The Site consists of a number of individual parcels of land. Three of the principal parcels (which have been the subject of past investigations and cleanup actions) are known to EPA as the AERR CO, Thoro, and GWI facilities.

a. AERRCO Facility: The Wasatch Chemical Company owned and operated a chemical processing facility at the Site from 1970 to 1975. In September 1971, Wasatch Chemical Company merged with Entrada Industries, Inc., and operated the facility as a ferric chloride production facility prior to AERRCO (formerly the American Ecological Recycle Research Corporation) taking it over in 1975. AERRCO-owned and operated a business at the Site from 1975 until late 1980. The company bought, stored, recycled, and sold industrial and commercial waste chemical products, including such compounds as alcohol, acetone, acid, methylethylketone (MEK), solvents, toluene, xylene, cyanide waste, metals and PCB-contaminated oil. This property was the subject of an earlier removal action in 1988 that addressed surface contamination. In May of 1997, Highway 72 Properties, Inc. purchased the AERRCO property and continues to use the property for storage of mobile homes.

b. Thoro Facility: Thoro Products Company (Thoro), has owned a facility at the Site

from 1973 to the present. Thoro sent and received rail shipments of products, recycled solvents and processed various chemicals until approximately 1988, when EPA conducted a separate removal action on two properties at the Site, which included the Thoro facility. This removal action addressed surface contamination and installed an air stripper on Thoro's property to collect and treat contaminated water from a seep on the Site.

c. GWI Facility: From 1969 to 1970, Rocky Mountain Research ("RMR") conducted business operations at the Site, sharing a piece of the property with Precision Chemicals. RMR's operations included the manufacturing of chromium chloride, selling small quantity inorganic compounds and analytical consulting services. In 1974, RMR reorganized, changed its name and began operating the Site under the name Great Western Inorganics, Inc. ("GWI"). GWI currently owns and operates a portion of the Site. GWI is a highly specialized manufacturer of inorganic chemicals, including mercury oxide, arsenic trichloride, halides, sulfides, sulfates, nitrates, phosphates, alkalis, various metals and experimental salts. GWI also uses some solvents in chemical production. The parcel of land owned by GWI was the subject of the 1988 removal action described above that included the adjacent Thoro property.

7. Hazardous substances have been or are threatened to be released at or from the Site.

a. Environmental attention first focused on the Site when a fire occurred at the AERRCO property on October 17, 1979. Following this event, EPA and CDPHE conducted investigations at the AERRCO facility. Soil samples collected during these investigations indicated contamination by solvents, heavy metals (mercury, lead and cadmium), chlorinated hydrocarbons, and cyanide.

b. A RCRA inspection of AERRCO, conducted by EPA in June 1982, found more than 100 drums and tanks in poor condition or leaking. The drums and tanks contained an assortment of hazardous substances.

c. Another release of hazardous substances was documented by the results of an FBI investigation in March 1988, when water samples obtained from Barbara Gulch and an unnamed tributary to Barbara Gulch, which both received discharge from the Site, indicated the presence of arsenic, chloroform, 1,1-dichloroethane, 1,4-dioxane, methylene chloride, toluene, trichloroethene, 1,1,1-trichloroethane, 1,1,2-trichloroethane, and vinyl chloride.

d. In August 1988, EPA collected samples of soils and leachate emanating from a seepage area on the Thoro property. Analysis of these samples indicated the presence of several hazardous substances, including arsenic, cis-dichloroethylene, cis-1,2-dichloropropylene, tetrachloroethylene, trans-dichloroethylene, trans-1,2-dichloroethylene, trichloroethylene, and vinyl chloride.

e. Sampling conducted in 1998 and 1999 as part of the Engineering Evaluation/Cost

Analysis for the Site identified volatile organic compounds in the groundwater at the Site with the following maximum concentrations: 1,1,1-Trichloroethane - 12,000 ug/l; 1,1-Dichloroethene - 13,000 ug/l; 1,2-Dichloroethane - 2,100,000 ug/l; 1,2-Dichloroethene - 23,000 ug/l; cis-1,2-Dichloroethene - 130,000 ug/l; Tetrachloroethene - 5300 ug/l; Trichloroethylene - 25,000 ug/l; Vinyl Chloride - 3300 ug/l; Carbon Tetrachloride - 10,000 ug/l and Chloroform - 10,000 ug/l.

8. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604. EPA will incur response costs in the future.

a. In August of 1988, EPA initiated two time-critical removal actions at this Site to address: (1) leaking and abandoned drums on the AERRCO property; and, (2) to address surface contamination at the Thoro and GWI properties and to intercept and treat contaminated water from a seep in a low-lying area on the Site. The air-stripper continues to operate at the Site.

b. In December of 1997, EPA issued Unilateral Administrative Orders to 20 potentially responsible parties ("PRPs"), to conduct an Engineering Evaluation/Cost Analysis ("EE/CA"). The purpose of the EE/CA was to determine the actual extent of contamination at the Site, to identify the technologies available to treat the contamination, and to analyze the cost effectiveness of each of those technologies. Because the PRP associated with the GWI facility was not financially viable, EPA conducted the GWI portion of the EE/CA. The preferred removal action alternatives identified in the EE/CA Report are as follows: (1) implementation of air sparging/soil vapor extraction of volatile organic compound (VOC) contaminated areas, (2) ground water monitoring and institutional controls throughout the Site; (3) in situ treatment, excavation and offsite disposal of arsenic-contaminated surface soils at the GWI facility; (4) removal of water, sediment and liner of the arsenic-contaminated surface impoundment at the GWI facility; and (5) continued operation of existing seep collection/air stripper and surface water monitoring.

9. In performing and overseeing these response actions at the Site, EPA has incurred, and will continue to incur, response costs. Through June 1, 2002, EPA has incurred approximately \$4,529,605.08 in response costs.

10. Respondent arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by Respondent by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by Respondent.

11. The amount of hazardous substances contributed to the Site by Respondent does not exceed 1% of the hazardous substances at the Site. The volumetric ranking prepared for this

Consent Order is attached hereto as Appendix A. The volumetric ranking indicates the total volume of hazardous substances sent to the Site by each generator, including Respondent.

12. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by private parties is \$10,859,605.08 (\$4,529,605.08 in Past Response Costs, \$900,000 in response costs incurred by private parties for performance of the EE/CA and \$5,430,000 in future response costs). Of those costs, \$3,513,660.69 is related to past and future response actions at the GWI facility (\$1,803,660.69 in past GWI response costs and \$1,710,000 in estimated future GWI response costs). EPA has determined that Settling Respondents are not responsible for GWI-related response costs. Consequently, the total response cost figure for purposes of this settlement is \$7,345,944.39 (\$2,725,944.39 in Past Response Costs, \$900,000 in response costs incurred by private parties for performance of the EE/CA and \$3,720,000 in Future Response Costs). The payment required to be made by each Settling Respondent pursuant to this Consent Order is a small portion of this total amount. Respondent's allocated cost share is listed in the right-hand column on Appendix A.

V. DETERMINATIONS

13. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

- a. The Rocky Flats Industrial Park Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- c. Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- d. There has been an actual or threatened "release" of a "hazardous substance" from the Site as those terms are defined in Sections 101(22) and (14) of CERCLA, 42 U.S.C. §§ 9601(22) and (14).
- e. The actual or threatened "release" caused the incurrence of response costs.
- f. Prompt settlement with Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- g. As to Respondent, this Consent Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

h. The amount of hazardous substances contributed to the Site by Respondent is minimal in comparison to other PRPs at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. ORDER

14. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

15. Within 30 days of the effective date of this Consent Order, Respondent shall pay to the EPA Hazardous Substance Superfund the amount set forth in Appendix A to this Consent Order.

16. Respondent's payment includes an amount for:

- a. Past Response Costs;
- b. Future Response Costs and,
- c. a premium to cover the risks and uncertainties associated with this settlement.

17. Respondent shall remit payment via a certified or cashier's check, or by wire transfer, made payable to the "EPA Hazardous Substance Superfund." Payment must be forwarded to the following address:

Regular Mail: Mellon Bank
 EPA Region VIII
 Attn: Superfund Accounting
 Post Office Box 360859
 Pittsburgh, PA 15251-6859

If using
Federal Express, Environmental Protection Agency 360859
Airborne, etc.: Mellon Client Services Center, Rm 670
 500 Ross Street
 Pittsburgh, PA 15262-0001

Wire transfers must be sent directly to the Federal Reserve bank in New York, New York, with the following information:

ABA=021030004
TREAS NYC/CTR/
BNF=/AC-68011008

To ensure that payment is made to the proper account, the check shall reference the name and address of the party making payment, the Site name (Rocky Flats Industrial Park), the EPA Region and Site Spill ID and Operable Unit Number (SSID #08-10, OU #00), and the EPA Docket Number for this action (Refer to first page of this Consent Order).

18. At the time of payment, Respondent shall send notice that such payment has been made to:

Carol J. Pokorny, Enforcement Specialist (8ENF-T)
U.S. Environmental Protection Agency
999 18th Street, Suite 300
Denver, Colorado 80202-2466

and

Frank MacFadden, Financial Management Officer (8TMS-F)
U.S. Environmental Protection Agency
999 18th Street, Suite 300
Denver, Colorado 80202-2466

19. The total amount to be paid by Respondent pursuant to this Consent Order shall be deposited in the Rocky Flats Industrial Park Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions and the assessment of damages to natural resources at or in connection with the Site, or transferred by EPA to the EPA Hazardous Substance Superfund.

VIII. FAILURE TO MAKE PAYMENT

20. If Respondent fails to make full payment within the time required by Paragraph 15, Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraph 15, the United States may, in addition to any other available remedies or sanctions, bring an action against Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENT

21. By signing this Consent Order, Respondent certifies that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession,

generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

X. COVENANT BY THE UNITED STATES

22. In consideration of the payment that will be made by Respondent under the terms of this Consent Order, and except as specifically provided in Section XII (Reservations of Rights), the United States covenants not to sue or take administrative action against Respondent pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, for performance of the Removal Actions; or pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of Past Response Costs, for recovery of Future Response Costs, or for natural resource damages. This covenant not to sue shall take effect for Respondent upon receipt by EPA of Respondent's payment as required by Section VII. With respect to Respondent, individually, this covenant not to sue is conditioned upon:

a. the satisfactory performance by Respondent of its obligations under this Consent Order; and,

b. the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site.

This covenant not to sue extends only to Respondent and does not extend to any other person.

XI. RESERVATIONS OF RIGHTS

23. The covenants set forth in Paragraph 22 do not pertain to any matters other than those expressly specified in Paragraph 22. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondent, and EPA and the federal natural resources trustees reserve, including, but not limited to, the following:

a. liability for failure by Respondent to meet a requirement of this Consent Order;

b. criminal liability; or

c. liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Consent Order.

24. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative

proceedings against Respondent seeking to compel Respondent (1) to perform response actions relating to the Site, and/or (2) to reimburse the United States for additional costs of response, if:

a. information is discovered which indicates that Respondent contributed hazardous substances to the Site in an amount greater than 1% of the Total Volume of Hazardous Substances, or which indicates that Respondent contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

b. total response costs at or in connection with the Site, excluding response costs solely associated with the GWI facility at the Site, exceed \$8.6 million.

XII. COVENANTS BY RESPONDENT

25. Covenant Not to Sue by Respondent. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, including the Settling Federal Agencies, or its contractors or employees with respect to the Site or this Consent Order including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response activities at the Site; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

26. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

27. Respondent covenants not to sue and agrees not to assert any claims or causes of action against other settling parties and settling Federal Agencies that have settled with EPA with regard to the matters addressed in this Consent Order pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

28. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The United States and Respondent each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

29. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants included in Paragraph 22.

30. The Parties agree that Respondent is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are all response actions taken or to be taken in connection with the Removal Actions, Past Response Costs, Future Response Costs incurred or to be incurred by any person, and response costs incurred in connection with the EE/CA performed by private parties.

XIV. PARTIES BOUND

31. This Consent Order shall apply to and be binding upon EPA and upon Respondent and its heirs, successors and assigns. Any change in ownership or corporate or other legal status of Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter Respondent's responsibilities under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and bind legally the party represented by him or her.

XV. INTEGRATION/APPENDICES

32. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the Volumetric Ranking and Cost Allocation

"Appendix B" is a map of the Site.

XVI. PUBLIC COMMENT

33. This Consent Order shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

34. The Attorney General or her designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

35. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondent that the public comment period pursuant to Paragraph 33 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

IT IS SO AGREED AND ORDERED:

For the U.S. Environmental Protection Agency

By: Sharon L. Kercher
Sharon L. Kercher, Director
Technical Enforcement Program
Office of Enforcement, Compliance and
Environmental Justice

Date 11-5-02

By: Michael T. Risner
Michael T. Risner, Director
Legal Enforcement Program
Office of Enforcement, Compliance and
Environmental Justice

Date 11/4/02

For the United States

By: W. Benjamin Fisherow
W. Benjamin Fisherow
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Date 5/20/03

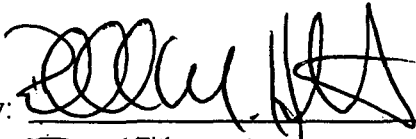
NOV 1 2002

Rocky Flats Industrial Park Site
Administrative Order on Consent – De Minimis Settlement

FOR RESPONDENT: Hatch's Auto Body and Paint, Inc.

<u>Rank</u>	<u>Volume in Gallons</u>	<u>Percentage of Total Waste Volume</u>	<u>Settlement Cost</u>
129	640.0	0.040988	\$3,528.20

The undersigned Respondent enters into this Consent Order pursuant to Section 122(g)(4) of CERCLA relating to the Rocky Flats Industrial Park Site located in Jefferson County, Colorado:

By:  10-31-02
Name and Title Date
Randy Hatch owner
Print Name and Title

Address: 527 W IVANS AVE
Durham, CO
80223
Phone #: 303-777-2677

ROCKY FLATS INDUSTRIAL PARK SITE

De Minimis Settlement

Volumetric Ranking and Settlement Share Report

With a 50% Premium Applied

PAGE: 1

TOTAL GALLONS: 1,561,451.371

TOTAL CLEAN-UP COST: \$6,748,001.01

COST PER GALLON: \$4.3216210

SETTLEMENT PREMIUM: 50%

TO CALCULATE YOUR

SETTLEMENT SHARE:

$$\left(\begin{array}{c} \text{\# of gal.} \\ \text{base amount} \end{array} \times \text{cost per gal.} \right) + \left[\left(\$3,720,000.00 \times \begin{array}{c} \% \text{ of total volume} \\ \text{premium} \end{array} \right) \times 50\% \right]$$

De Minimis parties are those that sent less than 1.00000% of total volume to the site.

De Micromis parties are those that sent less than or equal to 0.00400% of the total volume to the site (55 gallons or less).

ROCKY FLATS INDUSTRIAL PARK SITE
De Minimis Settlement
Volumetric Ranking and Settlement Share Report
With a 50% Premium Applied

0/01/01

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<u>RANK</u>	<u>PRP</u>	<u>SUBTOTAL</u> <u>GALLONS</u>	<u>TOTAL</u> <u>GALLONS</u>	<u>PERCENT</u> <u>OF TOTAL</u>	<u>SETTLEMENT</u> <u>COST</u>
1	IBM Corporation		439,628.000	28.155088	Ineligible
2	Adolph Coors Co.		249,412.600	15.973126	Ineligible
	Adolph Coors Co.	42,956.000			
	Adolph Coors Endline Facility	1,100.000			
	Coors Container Operations	205,356.600			
3	Roche Colorado Corp./Syntex Chemicals, Inc.		120,295.000	7.704050	Ineligible
4	Eaton		78,540.000	5.029936	Ineligible
5	Sundstrand Aviation Operations		78,501.332	5.027459	Ineligible
6	Hewlett-Packard Company		63,589.000	4.072429	Ineligible
7	Metro Shop Sales		57,271.200	3.667818	Ineligible
8	Coors Porcelain Company dba Coors Ceramics		56,387.600	3.611230	Ineligible
9	Zenith Electronics Corp. of Texas		56,057.490	3.590089	Ineligible
	Zenco De Chihuahua	48,355.770			
	Zenith Electronics Corp. of Texas	7,701.720			
10	Ball Corporation		41,550.000	2.660986	Ineligible
	Ball Brothers Research	110.000			
	Ball Metal	26,370.000			
	Ball Metal Container Group	15,070.000			
11	Eastman Kodak		22,918.350	1.467759	Ineligible
12	Denver Post Corp., The		21,766.560	1.393995	Ineligible
13	Continental Can Company/Crown Cork and Seal		13,712.000	0.878157	\$75,591.79
14	AAD Disposal Co.		12,957.762	0.829854	\$71,433.82
	\$1 Cleaners	69.453			
	A-1 Cleaners	21.562			
	A-1 Stop Cleaners	40.687			
	AAD Disposal Co.	4,275.000			
	Aden Suede & Leather	62.125			
	Art Cleaners	42.250			
	Aspen Cleaners	13.500			
	Aspen Leaf Cleaners	54.250			
	B.W. Coin-Op	53.750			
	Bender's Nu Look Cleaners	96.000			
	Bender's Nu-Look Cleaners #2	31.125			
	Boulder Cleaners	25.000			
	Broomfield Plaza Cleaners	55.750			
	Cache Cleaners - Boulder	309.607			
	Cache Cleaners - Fort Collins	55.000			
	Camelot Cleaners	97.250			
	Capitol Cleaners/Rinco, Inc.	42.250			
	Cardinal Cleaners	44.890			
	Chambers Square Cleaners	118.531			
	Cherrellyn Cleaners	182.000			
	Cherri Plaza	38.687			
	Laundromat/Cleaners				
	Cherry Hills Cleaners	117.015			

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14	AAD Disposal Co. Continued.....				
	Chic Cleaners	30.000			
	Cho's Custom Cleaners	19.562			
	Classic Cleaners #38	115.968			
	Comet One-Hour Cleaners	73.937			
	Continental Cleaners - Highlands Ranch	383.653			
	Continental Cleaners - Westminster	200.686			
	Corner Cleaners	38.687			
	Crossroads Dugout Cleaners	10.000			
	Del Mar Quality Cleaners	10.562			
	Dependable Cleaners #23	100.343			
	Dependable Cleaners - Denver, #4, and #24	85.562			
	Dollar Cleaners	132.030			
	Dorothy's Lusterite Cleaners	53.531			
	Double "C" Cleaners	52.812			
	Driskill Cleaners	23.765			
	Dugout Cleaners	22.000			
	Dugout Cleaners #1	286.248			
	Edgewater Highlanders Cleaners	66.874			
	Elegance Dry Cleaners	24.543			
	Esquire Valet Cleaners	106.999			
	Ethix Cleaners	50.171			
	Fashion Rite Cleaners	56.687			
	Four Seasons Dry Cleaners	55.000			
	Francis Street Cleaners	25.000			
	Gigantic Cleaners #10	10.562			
	Gigantic Cleaners #19	10.562			
	Gigantic Cleaners #20	84.499			
	Gigantic Cleaners #24	41.125			
	Gigantic Cleaners #27	5.000			
	Gigantic Cleaners #3	26.406			
	Gigantic Cleaners #31	27.844			
	Gigantic Cleaners #33	15.844			
	Gigantic Cleaners #4	15.844			
	Gigantic Cleaners #7	434.250			
	Gigantic Cleaners - Englewood #34	40.844			
	Gold Label Cleaners	10.562			
	Gung Ho Cleaners	178.795			
	Han's Cleaners	23.765			
	Hanneck Cleaners	40.250			
	Hanneck Cleaners (Main)	93.781			

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14	AAD Disposal Co. Continued.....				
	Hanneck Cleaners (South)	91.250			
	Havana Square Cleaners	15.844			
	Heritage Cleaners	162.030			
	High Country Cleaners	51.187			
	Hitching Post Cleaners	10.562			
	Horizon Cleaners	55.562			
	Image Cleaners	21.125			
	Jiffy Cleaners	70.000			
	Kipling Square Dry Cleaners	299.844			
	Klean Rite Cleaners	102.531			
	Lamp Lighters Cleaners	21.125			
	Leslie Cleaners	7.922			
	Louise's Cleaners	7.922			
	Marvel Cleaners	115.374			
	McMahn Cleaners	158.000			
	McPeck Cleaners	42.750			
	Minute Cleaners	24.000			
	Monarch Cleaners	42.250			
	Mr. C's Cleaners	25.844			
	New Idea Cleaners	103.093			
	New Quincy Cleaners	44.890			
	New Way Cleaners	38.187			
	North Federal Sunshine Cleaners	47.250			
	One Hour Cleaners	94.218			
	One Hour Martinizing	113.780			
	One Price Cleaners	10.562			
	Orlin's Cleaners	15.844			
	P&J, dba Your Valet Cleaners	10.562			
	Paradise Cleaners	330.000			
	Payless Cleaners	129.593			
	Perfect Cleaners	118.374			
	Plaza Cleaners - Westminster	20.000			
	Polka Dot Cleaners	26.406			
	Prepay Cleaners	174.812			
	Prestige Cleaners - Dartmouth Avenue	33.125			
	Prestige Cleaners - Peoria	43.687			
	Right Price Cleaners	80.687			
	Sanitary Cleaners	7.000			
	Seoul Cleaners	10.562			
	Silver State Cleaners	527.091			
	Singer's Cleaners	31.687			
	Snowflake Cleaners	34.000			
	Sparkling Cleaners	79.968			

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14	AAD Disposal Co. Continued.....				
	Speedy Cleaners/Account #0025	38.125			
	Starchy's Corp.	35.000			
	Thornton Plaza Cleaners	32.562			
	Tiffany Cleaners	21.125			
	Town & Country Cleaners	46.406			
	Tri-West Cleaners	21.125			
	Village Cleaners	87.374			
	Willy's Cleaners	112.718			
	Windsor Cleaners	63.812			
	Your Valet Cleaners #2	40.406			
	Your Valet Cleaners - Lakewood	52.812			
	Your Valet Cleaners - Westminster	25.562			
15	Sterling Stainless Tube Corporation		12,930.000	0.828076	\$71,280.77
16	Riviera Products		12,400.000	0.794133	Ineligible
17	Chemical Handling Corporation		8,238.000	0.527586	\$45,414.61
	Chemical Handling	620.000			
	Chemical Handling Corp.	7,618.000			
18	Gates Energy Products, Inc.		7,035.000	0.450542	\$38,782.68
19	Pease Industries, Inc.		5,060.000	0.324057	\$27,894.86
20	E/M Lubricants - Great Lakes Chemical Corp		5,030.000	0.322136	\$27,729.48
21	Chromatics, Inc.		4,970.390	0.318319	\$27,400.88
22	Chemical Sales, Inc.		4,781.687	0.306233	\$26,360.57
23	Microsemi Corp. of Colorado		4,430.000	0.283710	\$24,421.79
	Microsemi Corp. of Colorado	1,100.000			
	Microsemi Corp./Coors Components, Inc	3,330.000			
24	Western Forge Corporation (Emerson Electric Co)		4,195.000	0.268660	\$23,126.28
25	Federal Envelope		3,400.000	0.217746	\$18,743.59
26	American Coil Coatings, Inc.		3,032.000	0.194178	\$16,714.87
27	Front Range Plating		3,018.000	0.193282	\$16,637.70
28	Woody's Welding Service, Inc.		2,610.000	0.167152	\$14,388.46
29	Federal PRPs Rocky Flats Industrial Park Site		2,454.000	0.157161	\$13,528.45
30	Broomfield Industrial Painting, Inc.		2,395.000	0.153383	\$13,203.21
31	Longmont, City of		2,290.000	0.146658	\$12,624.35
32	Maaco Auto Body Inc. Boulder c/o Selah Enterprises		2,150.000	0.137692	\$11,852.56
33	Television Tech		2,103.000	0.134682	Ineligible
34	Prefinished Products Company		2,075.000	0.132889	\$11,439.10
35	Engineered Data Products		2,030.000	0.130007	Ineligible
36	Easter-Owens Manufacturers		2,005.000	0.128406	\$11,053.20
37	Colorado Anodizing nka Lincoln Plating Co.		1,980.000	0.126805	\$10,915.38
38	Regional Transportation District		1,838.000	0.117711	\$10,132.56

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39	Stevinson Chevrolet		1,833.000	0.117391	\$10,105.00
40	Dow Chemical Company, The		1,809.760	0.115902	\$9,976.87
41	Anema's Auto Body		1,702.800	0.109052	\$9,387.22
42	Hollister Motor Co.		1,650.000	0.105671	\$9,096.16
43	US Army - Fitzsimmons Medical Center		1,611.000	0.103173	\$8,881.15
44	AVX Corporation, a Kyocera Group Company		1,600.000	0.102469	\$8,820.52
45	Team Chevrolet		1,600.000	0.102469	\$8,820.52
46	Colorado Auto Body, Inc.		1,570.000	0.100547	\$8,655.12
47	Car Works Auto Body, Inc.		1,490.000	0.095424	\$8,214.10
48	Super Vacuum Manufacturing Company, Inc.		1,490.000	0.095424	\$8,214.10
49	Suss Pontiac GMC		1,470.000	0.094143	\$8,103.84
50	Spence's Body Tec Corporation		1,460.000	0.093503	\$8,048.72
51	Dwyer's Auto Body		1,458.000	0.093375	Ineligible
52	Galaxie Auto Body		1,450.000	0.092862	\$7,993.58
53	Denver Metal Finishing		1,435.000	0.091902	\$7,910.90
54	Stanley Aviation Corporation		1,385.000	0.088700	\$7,635.27
55	Elden's Auto Body		1,363.000	0.087291	\$7,513.98
56	Avedon Engineering, Inc.		1,350.000	0.086458	\$7,442.31
57	Davidson Chevrolet - Nick Davidson, Inc.		1,323.000	0.084729	\$7,293.46
58	Sill-TerHar Ford		1,320.000	0.084537	\$7,276.93
59	Pike Tool & Grinding		1,300.000	0.083256	\$7,166.67
60	Recycling Technologies, Inc.		1,300.000	0.083256	\$7,166.67
61	Don Massey Cadillac		1,285.000	0.082295	\$7,083.97
62	Prestige Porsche/Audi		1,280.000	0.081975	\$7,056.41
63	Burt Chevrolet/LGC Management, Inc.		1,280.000	0.081975	\$7,056.41
64	Red Noland Cadillac		1,280.000	0.081975	\$7,056.41
65	Fischer Imaging Corporation		1,245.000	0.079734	\$6,863.47
66	Black and White Auto Body		1,240.000	0.079413	\$6,835.89
67	Williams Chevrolet		1,214.000	0.077748	\$6,692.56
68	General Cable Co.		1,190.000	0.076211	\$6,560.25
69	Covert Auto Body		1,183.000	0.075763	\$6,521.67
70	Lectra Products Co.		1,132.000	0.072497	\$6,240.52
71	Mike Naughton Ford, Inc.		1,123.000	0.071920	\$6,190.89
72	Sam's Automotive Reconditioning Centers		1,120.000	0.071728	\$6,174.36
73	Steve Johnson Pontiac		1,120.000	0.071728	\$6,174.36
74	Leo Payne Body Shop		1,103.000	0.070639	Ineligible
75	Sargent Industries		1,100.000	0.070447	\$6,064.10
76	Sherwin-Williams Company, The		1,100.000	0.070447	\$6,064.10
77	Colorado Coach Co.		1,095.000	0.070127	\$6,036.54
78	Johnny Haas Lincoln Mercury		1,095.000	0.070127	\$6,036.54
79	US Federal Highway Administration		1,067.000	0.068334	\$5,882.18
80	Lakewood Chrysler Plymouth		1,050.000	0.067245	Ineligible
81	Majestic Metals Company, Inc.		1,030.000	0.065964	\$5,678.20
82	Fender Menders - Fort Collins		1,000.000	0.064043	\$5,512.82
83	T.H. Pickens Technical Center		1,000.000	0.064043	\$5,512.82
84	Rodriguez Body Shop, Inc.		998.000	0.063915	\$5,501.80

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85	Goodman Buick/GMC		990.000	0.063403	\$5,457.70
86	Century Chevrolet		955.000	0.061161	\$5,264.74
87	Accutronics		950.000	0.060841	\$5,237.18
88	Metaltech Industries, Inc. (formerly Paintech)		950.000	0.060841	\$5,237.18
89	Burt Subaru/LGC Management, Inc.		950.000	0.060841	\$5,237.18
90	Rio Grande Co.		950.000	0.060841	\$5,237.18
91	Auto Bake Co.		945.000	0.060521	\$5,209.62
92	Colorado Chrysler Plymouth		920.000	0.058920	\$5,071.80
93	Len Lyall Chevrolet, Inc.		910.000	0.058279	\$5,016.66
94	ATEC Associates		890.000	0.056998	Ineligible
95	Adcon Sign/Advertising Agency		885.000	0.056678	\$4,878.85
96	Import Coachworks, Ltd.		880.000	0.056358	\$4,851.29
97	Pharmaceutical Basics Inc. (PBI)		870.000	0.055717	\$4,796.15
98	Colorado State Highway Department		855.000	0.054757	\$4,713.47
99	American Auto Graphics		850.000	0.054437	\$4,685.91
100	Rocky Mountain Paint & Body, Inc.		850.000	0.054437	\$4,685.91
101	Osborne Chevrolet		850.000	0.054437	\$4,685.91
102	Carriage Shoppe, Inc.		840.000	0.053796	\$4,630.77
103	Auto Body & Paint Center, Inc.		820.000	0.052515	\$4,520.51
104	Manufacturing Unlimited, Inc.		815.000	0.052195	\$4,492.95
105	Ute Spray Painting Company		815.000	0.052195	\$4,492.95
106	Maaco Auto Body & Paint - Ft. Collins		810.000	0.051875	\$4,465.39
107	Bob's Auto Body and Paint		785.000	0.050274	\$4,327.57
108	OEA, Inc.		780.000	0.049954	\$4,300.01
109	Gardner Signs Inc.		773.000	0.049505	\$4,261.41
110	High Country Auto Body		753.000	0.048224	\$4,151.15
111	Beech Aircraft Corporation		743.000	0.047584	\$4,096.03
112	Boulder Bump Shop		710.000	0.045471	\$3,914.11
113	Quality Metal Products, Inc.		705.000	0.045150	\$3,886.53
114	ABC Auto Body, Inc.		700.000	0.044830	\$3,858.97
115	Chaparral Industries		700.000	0.044830	\$3,858.97
116	Creative Contract		700.000	0.044830	\$3,858.97
117	Skyworld Airlines		700.000	0.044830	\$3,858.97
118	JM Auto Service, Inc.		695.000	0.044510	\$3,831.41
119	Markon Manufacturing Corporation		695.000	0.044510	\$3,831.41
120	Tink Wilkerson Nissan		695.000	0.044510	\$3,831.41
121	Cherry Creek Dodge		685.000	0.043869	\$3,776.27
122	Nob Hill Body Shop		685.000	0.043869	\$3,776.27
123	Superior Industrial Paint Company		680.000	0.043549	\$3,748.71
124	Western Cutlery Co.		680.000	0.043549	\$3,748.71
125	Carlin Dodge		675.000	0.043229	\$3,721.15
126	Ainsworth Products		675.000	0.043229	\$3,721.15
127	Collision Tech, Inc.		653.000	0.041820	\$3,599.87
128	Karosserie Fabric Auto Body, c/o Carquip		650.000	0.041638	\$3,583.33
129	Hatch's Auto Body		640.000	0.040988	\$3,528.21

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130	Boulder Auto Body		635.000	0.040667	\$3,500.64
131	Gary's Body Works		626.000	0.040091	\$3,451.03
132	Craig Chevrolet/Medved Chevrolet, Inc.		625.000	0.040027	\$3,445.52
133	Mitchem, Robert A., Estate of - First Interstate		624.000	0.039963	\$3,440.00
134	Dellenbach Chevrolet		620.000	0.039707	\$3,417.96
135	Jerry Roth Chevrolet, Inc.		612.000	0.039194	\$3,373.84
136	Goldberg Brothers		611.000	0.039130	\$3,368.33
137	Continental Airlines		600.000	0.038426	\$3,307.70
138	Century International, c/o AMF Bowling Worldwide		595.000	0.038106	\$3,280.14
139	Mattocks Brothers Autobody, Inc.		570.000	0.036504	\$3,142.30
140	Aurora Public Schools		560.000	0.035864	\$3,087.18
141	Gold Star Auto Body		555.000	0.035544	\$3,059.62
142	Maxim Chevrolet		550.000	0.035224	\$3,032.06
143	Ray's Auto Body		550.000	0.035224	\$3,032.06
144	Kelly-Moore Paint Co. of Colorado		550.000	0.035224	\$3,032.06
145	Artisan Auto Body		548.000	0.035096	\$3,021.03
146	Luby Chevrolet Company		537.000	0.034391	\$2,960.38
147	Denver Instrument Company		535.000	0.034263	\$2,949.36
148	L.A. Auto Body		535.000	0.034263	\$2,949.36
149	Greenwood Village, City of		516.000	0.033046	\$2,844.61
150	Diamond Auto Body		510.000	0.032662	\$2,811.54
151	Bradford Auto Body, Inc.		503.000	0.032214	\$2,772.96
152	Hewitt-Robins Corp. - Cratos Holdings		500.000	0.032021	\$2,756.40
153	Skyline Dodge		490.000	0.031381	\$2,701.28
154	Bill's Bump Shop		480.000	0.030741	Ineligible
155	Monolithic Systems		475.000	0.030420	\$2,618.58
156	Mahnke Auto Body, Inc.		470.000	0.030100	\$2,591.02
157	Mike Flannery Chevrolet		460.000	0.029460	\$2,535.90
158	Tom's Body Shop, Inc.		453.000	0.029011	\$2,497.30
159	Colorado Electro Optics		450.000	0.028819	\$2,480.76
160	Complete Auto Body and Paint, Inc.		450.000	0.028819	Ineligible
161	Friendly Ford, Inc./Chesrown Automotive Group		450.000	0.028819	\$2,480.76
162	Auto Body Specialists		435.000	0.027859	\$2,398.08
163	Kiper Automotive, Inc.		435.000	0.027859	\$2,398.08
164	E.C. Nissan (E.C. Datsun) NOT LISTED		420.000	0.026898	\$2,315.38
165	Foreign Car Auto Body - Morrison Road		415.000	0.026578	Ineligible
166	George McCaddon Cadillac		415.000	0.026578	\$2,287.82
167	Paint Booth, Inc.		415.000	0.026578	\$2,287.82
168	Ramsey Auto Body, Inc.		411.000	0.026322	\$2,265.78
169	Divine Coaches		403.000	0.025809	Ineligible
170	Electro Coating Co.		403.000	0.025809	\$2,221.66
171	American Steel & Iron Co.		400.000	0.025617	\$2,205.12
172	Ed Bozarth Chevrolet		400.000	0.025617	\$2,205.12
173	Ross Auto Body		390.000	0.024977	\$2,150.00

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174	Clarks' Petroleum Products		389.000	0.024913	\$2,144.49
175	Buffalo Distributing, Inc.		385.000	0.024657	\$2,122.44
176	Products for Industry, Inc.		380.000	0.024336	\$2,094.87
177	Foreign Car Auto Body		375.000	0.024016	Ineligible
178	Duncan Buick NOT GOOD ADDRESS		370.000	0.023696	Ineligible
179	Miniscribe		366.000	0.023440	Ineligible
180	Western Sign Co.		365.000	0.023376	\$2,012.19
181	Certified Aerospace		365.000	0.023376	\$2,012.19
182	Jim Blum Oldsmobile/GMC - AutoNation, Inc.		355.000	0.022735	\$1,957.05
183	EMCO (Engineering Measurements Company)		350.000	0.022415	\$1,929.49
	EMCO	300.000			
	Engineering Measurements	50.000			
184	Randy's Paint & Body Shop		350.000	0.022415	\$1,929.49
185	Weber Auto Body		350.000	0.022415	\$1,929.49
186	Applied Industrial Finishing Co.		350.000	0.022415	\$1,929.49
187	Bear Creek Auto Body		350.000	0.022415	\$1,929.49
188	Evergreen Specialties		350.000	0.022415	\$1,929.49
189	Ghents Motors Co.		350.000	0.022415	\$1,929.49
190	L and H Garage		350.000	0.022415	\$1,929.49
191	Wynn's Automotive Products		345.000	0.022095	\$1,901.93
192	Littleton Auto Body		345.000	0.022095	\$1,901.93
193	Valley Lincoln Mercury		340.000	0.021775	Ineligible
194	Berkey's Metal, Inc.		330.000	0.021134	\$1,819.23
195	C.M.I. Inc.		330.000	0.021134	\$1,819.23
196	Lou Thompson Cadillac		320.000	0.020494	\$1,764.11
197	Electro Painter		315.000	0.020174	\$1,736.55
198	AMF Head, c/o Head Penn Racquet Sports		305.620	0.019573	\$1,684.83
199	Bob West Auto Body		305.000	0.019533	\$1,681.41
	Bob West Auto Body	253.000			
	West Auto Body	52.000			
200	Precision Auto Body		305.000	0.019533	\$1,681.41
201	Purifoy Chevrolet Co.		303.000	0.019405	\$1,670.38
202	Bill Crouch Motor Co.		300.000	0.019213	\$1,653.85
203	Don's Auto & Truck Shop		300.000	0.019213	\$1,653.85
204	Laber's Tin Lizzie		300.000	0.019213	\$1,653.85
205	James Drilling Company		300.000	0.019213	\$1,653.85
206	Serpentix Conveyor Corporation		300.000	0.019213	\$1,653.85
207	Spectra Coat Inc.		300.000	0.019213	\$1,653.85
208	United Rentals		290.000	0.018572	\$1,598.71
209	Western Testing Laboratory		290.000	0.018572	\$1,598.71
210	Car Craft Auto Body		285.000	0.018252	\$1,571.15
211	TDY Industries (Teledyne Densco)		285.000	0.018252	\$1,571.15
212	Gittelman Properties		265.000	0.016971	\$1,460.85
213	Mountain States Volkswagen		265.000	0.016971	\$1,460.85
214	Joffer Auto Body		260.000	0.016651	\$1,433.33
215	Pentanyl Technologies, Inc.		256.720	0.016441	\$1,415.25

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ANK	PRP	SUBTOTAL GALLONS	TOTAL GALLONS	PERCENT OF TOTAL	SETTLEMENT COST
216	Osborne AMC Jeep		254.000	0.016267	\$1,400.26
217	Color Rite Automotive		250.000	0.016011	\$1,378.21
218	MAXCOR Manufacturing, Inc./Qualtek, Inc.		250.000	0.016011	\$1,378.21
219	Davis Auto Top & Body		250.000	0.016011	\$1,378.21
220	Eastmoore Quality Autobody, Inc.		250.000	0.016011	\$1,378.21
221	Dynamit Nobel		240.000	0.015370	\$1,323.07
222	Antique Shop/Place, The		230.000	0.014730	\$1,267.95
223	Martin's Auto Body		225.000	0.014410	Ineligible
224	Marco Shipyard		220.000	0.014089	\$1,212.81
225	Clyde's Auto Body		220.000	0.014089	\$1,212.81
226	Diematics Inc.		220.000	0.014089	\$1,212.81
227	Hauser Chemical Research		220.000	0.014089	\$1,212.81
228	Gigantic Cleaners #2 - Denver		215.000	0.013769	\$1,185.25
229	Angel Auto Body		205.000	0.013129	\$1,130.13
230	Perkins Motor Co.		200.000	0.012809	\$1,102.57
231	Roger Mauro Dodge - AutoNation, Inc.		200.000	0.012809	\$1,102.57
232	Colorado Plasticard, Inc. (CPI)		200.000	0.012809	\$1,102.57
233	Outlaw Auto Body		200.000	0.012809	\$1,102.57
234	Dave's T&D Auto Body, Inc.		200.000	0.012809	\$1,102.57
235	Cobe - Lakewood		185.000	0.011848	\$1,019.87
236	Sachs Lawlor		185.000	0.011848	\$1,019.87
237	Brunson Instrument Company		185.000	0.011848	\$1,019.87
238	Stanford Applied Engineering		180.000	0.011528	\$992.31
239	Continental Body Shop		165.000	0.010567	\$909.61
240	Langdon Manufacturing		165.000	0.010567	\$909.61
241	Knight & Son		160.000	0.010247	\$882.05
242	Reynolds Olds-Cadillac, Subaru, Inc.		160.000	0.010247	\$882.05
243	Copper Mountain Inc.		160.000	0.010247	\$882.05
244	Best Manufacturing Co. dba Best Sign Systems		158.000	0.010119	\$871.03
245	Fender Menders - Broomfield		150.000	0.009606	Ineligible
246	Karle Coachwork, Inc.		150.000	0.009606	\$826.91
247	Advanced Design Auto Body		150.000	0.009606	\$826.91
248	American Pride Auto Body		150.000	0.009606	\$826.91
249	Emich Olds Auto Body - AutoNation Inc.		150.000	0.009606	\$826.91
250	The Lagado Corporation (Optacryl, Inc.)		150.000	0.009606	Ineligible
251	Pollard Friendly Motor Co.		150.000	0.009606	\$826.91
252	Stengel Auto Body		150.000	0.009606	\$826.91
253	Volvo White Trucks		150.000	0.009606	Ineligible
254	Broomfield Auto Body Inc.		150.000	0.009606	\$826.91
255	Carriage Shoppe, Inc.		145.000	0.009286	\$799.35
256	Pearl Auto Body		145.000	0.009286	\$799.35
257	Acme Tool		140.000	0.008966	\$771.75
258	Hansen Containers		135.000	0.008646	\$744.23
259	Alpine Auto Body		132.000	0.008454	\$727.70
260	Front Range Machining, Inc.		130.000	0.008326	\$716.67
261	Hunter Douglas		120.000	0.007685	\$661.54

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<u>RANK</u>	<u>PRP</u>	<u>SUBTOTAL</u> <u>GALLONS</u>	<u>TOTAL</u> <u>GALLONS</u>	<u>PERCENT</u> <u>OF TOTAL</u>	<u>SETTLEMENT</u> <u>COST</u>
262	Precision Metal Fab		120.000	0.007685	\$661.54
263	Mountain Chemical Inc.		115.000	0.007365	\$633.98
264	Linotype Company		115.000	0.007365	\$633.98
265	Metron Inc.		115.000	0.007365	\$633.98
266	Jack Kent Cadillac		110.000	0.007045	Ineligible
267	Pepsi Cola Bottling Co. of Colorado		110.000	0.007045	\$606.42
268	Ultimate Paint Shop, The		110.000	0.007045	\$606.42
269	Dependable Cleaners #23		110.000	0.007045	\$606.42
270	Exabyte Corporation		110.000	0.007045	\$606.42
271	National Wire & Stamping		110.000	0.007045	\$606.42
272	Parker Hannafin		110.000	0.007045	\$606.42
273	Pioneer Painting/Pioneer Industries, Inc.		110.000	0.007045	\$606.42
274	Heckendorf Paint		108.000	0.006917	\$595.39
275	Midwest Auto Body, Inc.		105.000	0.006725	\$578.86
276	Hazen-Quinn Process Equipment Co/Hazen Research		100.000	0.006404	\$551.28
277	TJ's Auto Body		100.000	0.006404	\$551.28
278	Aurora Risk Management, City of Aurora		100.000	0.006404	\$551.28
279	AJ Electronics		100.000	0.006404	\$551.28
280	Arthur's Auto Body		100.000	0.006404	\$551.28
281	Colorado Auto Rebuilders		100.000	0.006404	\$551.28
282	Coat of Arms Decorating		100.000	0.006404	\$551.28
283	Denver Police Garage, The		100.000	0.006404	\$551.28
284	Hussmann Corporation		100.000	0.006404	\$551.28
285	Lite Craft Sign		100.000	0.006404	\$551.28
286	NER Data Products, Inc., a Hagro Company		100.000	0.006404	\$551.28
287	Performance Nissan		100.000	0.006404	\$551.28
288	T-K Auto Paint & Body		100.000	0.006404	Ineligible
289	T-K Auto Paint & Body		100.000	0.006404	Ineligible
290	Press On Labels		100.000	0.006404	Ineligible
291	Sampson Motors		100.000	0.006404	\$551.28
292	Scott's Liquid Gold-Inc.		100.000	0.006404	\$551.28
293	Turner Chevrolet		100.000	0.006404	\$551.28
294	B&K Cleaners - La Nouvelle Fine Cleaners		96.000	0.006148	\$529.23
295	Ideal Auto Body		95.000	0.006084	Ineligible
296	ProCoat Systems, Inc.		95.000	0.006084	\$523.72
297	Denver Leasing & Manufacturing		90.000	0.005764	\$496.16
298	La Nouvelle Fine Cleaners		84.499	0.005412	\$465.84
299	AG Wassenaar, Inc.		80.000	0.005123	\$441.02
300	Empire Labs		80.000	0.005123	\$441.02
301	May D & F		80.000	0.005123	\$441.02
302	Mesa Oil, Inc.		75.000	0.004803	\$413.46
303	Fineline Graphics		55.000	0.003522	De Micromis
304	Maaco Auto Painting		55.000	0.003522	De Micromis
305	Triax Company		55.000	0.003522	De Micromis
306	Teledyne Pines High Tool Division		55.000	0.003522	De Micromis

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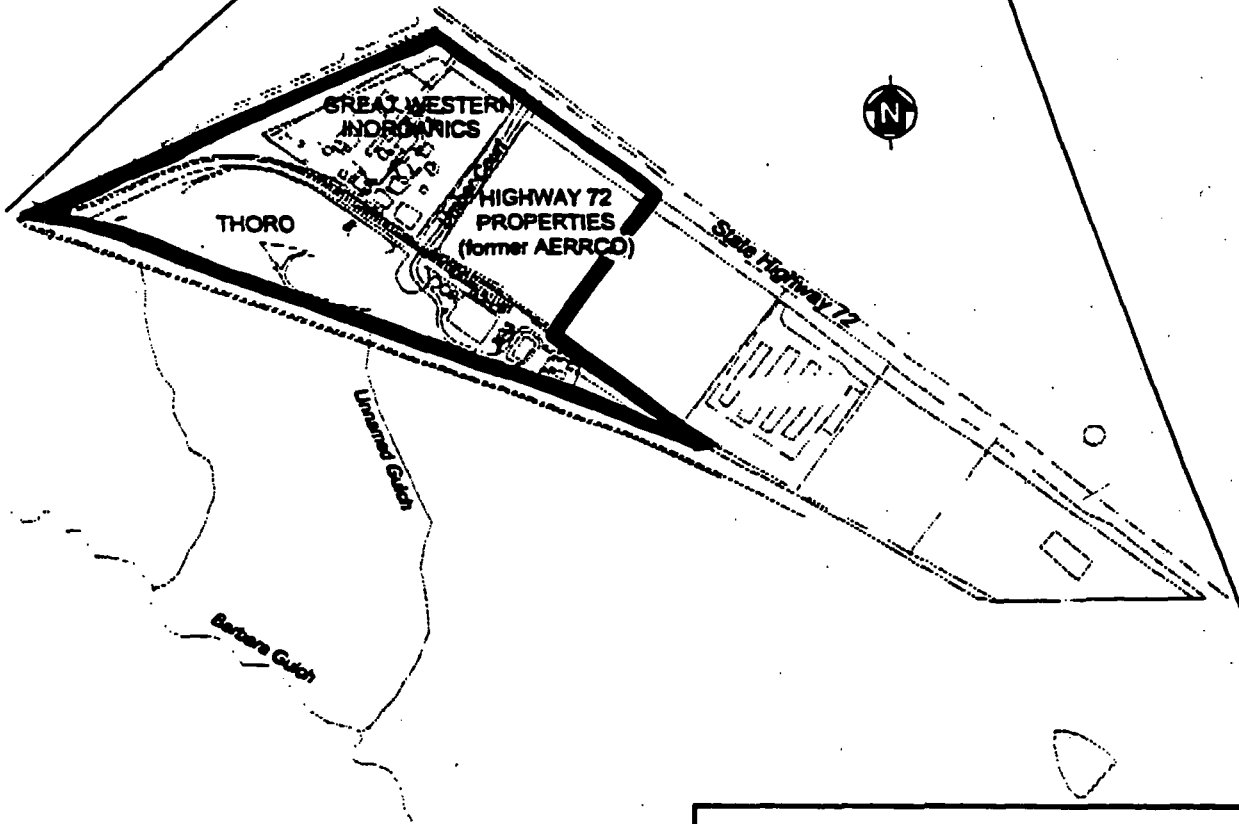
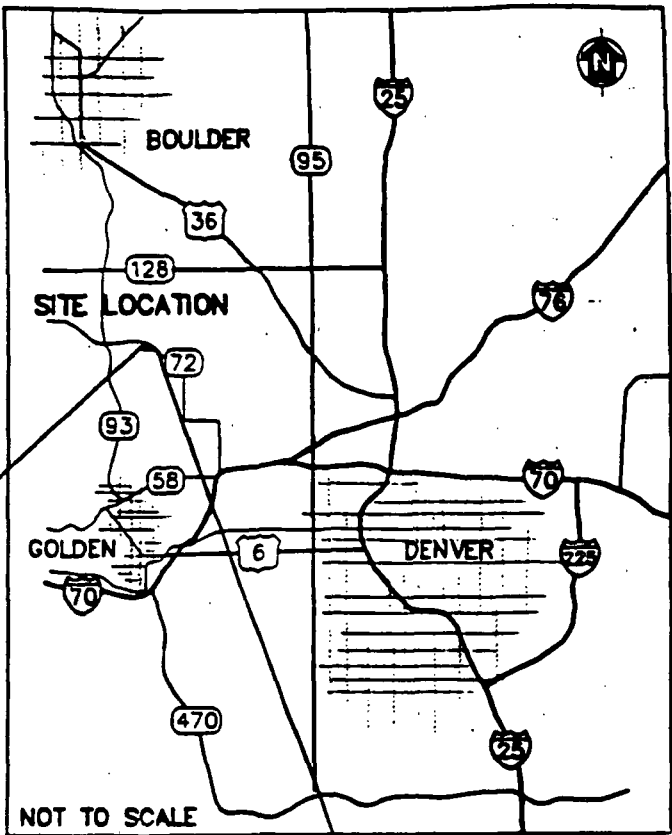
ANK	PRP	SUBTOTAL GALLONS	TOTAL GALLONS	PERCENT OF TOTAL	SETTLEMENT COST
307	Elder, Quinn & McGill		53.000	0.003394	De Micromis
308	Auto Renew Center NOT GOOD ADDRESS		50.000	0.003202	De Micromis
309	Hock's Auto Body		50.000	0.003202	De Micromis
310	Artistic Signs c/o Jack D. Paterson		50.000	0.003202	Ineligible
311	ADKO Signs, Inc.		50.000	0.003202	Ineligible
312	Binks Sames Research, c/o ITW Industrial Finishing		50.000	0.003202	De Micromis
313	Boulder Hyundai		50.000	0.003202	De Micromis
314	Brown Palace Hotel		50.000	0.003202	De Micromis
315	Brown's Auto Body		50.000	0.003202	De Micromis
316	Choice Manufacturing Company		50.000	0.003202	De Micromis
317	Flant Woodworking		50.000	0.003202	De Micromis
318	Heli-Support Inc.		50.000	0.003202	De Micromis
319	Liquid Sealant Technology		50.000	0.003202	De Micromis
320	Love Joy Electronics		50.000	0.003202	De Micromis
321	Maverick Design		50.000	0.003202	De Micromis
322	McCoy Sales Corporation		50.000	0.003202	De Micromis
323	Mountain High Painting		50.000	0.003202	De Micromis
324	Natkin & Company		50.000	0.003202	De Micromis
325	NCR Corp.		50.000	0.003202	De Micromis
326	Pioneer Metal Products		50.000	0.003202	De Micromis
327	Wheat Ridge, City of		50.000	0.003202	De Micromis
328	Xedar Corporation		50.000	0.003202	De Micromis
329	Raycon Systems		50.000	0.003202	De Micromis
330	Sign Systems Incorporated		50.000	0.003202	De Micromis
331	Fender Menders - Aurora		45.000	0.002882	De Micromis
332	Fillmore Auto Body		45.000	0.002882	De Micromis
333	Runell Electric		40.000	0.002562	De Micromis
334	Ryan Murphy Co.		40.000	0.002562	De Micromis
335	Colorado AMC		35.000	0.002242	De Micromis
336	Dun-Rite Deburring		35.000	0.002242	Ineligible
337	Continental Cleaners		32.000	0.002049	De Micromis
338	Coit Drapery		30.000	0.001921	De Micromis
339	US Government Printing Office		30.000	0.001921	De Micromis
340	Heritage Cleaners		30.000	0.001921	De Micromis
341	Dependable Cleaners and Shirt Laundry, Inc.		20.000	0.001281	De Micromis
342	B&C Auto Body		16.000	0.001025	De Micromis
343	Bonnie Brae Cleaners		16.000	0.001025	De Micromis
344	Chambers Square Cleaners		16.000	0.001025	De Micromis
345	Dependable Cleaners #21		16.000	0.001025	De Micromis
346	European Cleaners		16.000	0.001025	De Micromis
347	Hanneck Cleaners (Main)		16.000	0.001025	De Micromis
348	Image Cleaners		16.000	0.001025	De Micromis
349	Plaza Cleaners - Denver		16.000	0.001025	Ineligible
350	Scotch Prof. Dry Cleaners		16.000	0.001025	De Micromis
351	Quality Rubber Stamps		15.000	0.000961	De Micromis

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<u>ANK</u>	<u>PRP</u>	<u>SUBTOTAL</u> <u>GALLONS</u>	<u>TOTAL</u> <u>GALLONS</u>	<u>PERCENT</u> <u>OF TOTAL</u>	<u>SETTLEMENT</u> <u>COST</u>
352	University of Denver		12.000	0.000769	De Micromis
353	Silver State #33		10.000	0.000640	De Micromis
354	Z & M Pump and Equipment		10.000	0.000640	Ineligible
355	Depend. Cleaners and Shirt Laundry, Inc. #4/#24		1.000	0.000064	De Micromis
Totals:			1,561,451.371	100.000000	\$1,367,864.26



SITE LOCATION MAP

ROCKY FLATS INDUSTRIAL PARK
JEFFERSON COUNTY, COLORADO

Tetra Tech EM Inc.

DATE: 12/06/00 FILE NAME: R:\ROCKYFLATS\LOCMAP.DWG DWF DW